

# **EXHIBIT 5**

# Service Agreement



Welcome to our team. Enclosed you will find the Express Facility Management Service Agreement. The summary below highlights some of the key areas of the Agreement.

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## **Agreement Terms**

- - ➔ Agreement is valid until 4/30/23
- - ➔ Cancellation with cause can lead to immediate termination

## **Invoicing & Payment Terms: (Exhibit 4)**

- - ➔ Net 30
- - ➔ Invoices older than 60 days will not be paid
- - ➔ Additional work orders not in the original agreement with out a purchase order will not be paid

## **Expectations: (Exhibits 2 & 5)**

- - ➔ Vendor Score Card/KPIs
- - ➔ Code of Conduct

## **Vendor Screening: (Exhibit 8)**

- - ➔ Net Vendor is a requirement for agreement. (Annual fee payable to Net Vendor)
- .....

### **Instructions:**

*Vendor is to complete all applicable fields on page 1 of the Agreement and review exhibits on Partner Portal confirming acceptance and understanding of terms and conditions.*

*Review Exhibits located on [Partner Portal](#)*

Questions? Email [operations@expressfmg.com](mailto:operations@expressfmg.com) or call 866.726.9524

*Disclaimer: This is just a summary. Please review the entire agreement for a full understanding of the terms and conditions.*

SERVICE AGREEMENT  
Facilities Management

Agreement Number: GA10284

Effective Date: 11/01/2022

This **SERVICES AGREEMENT** (this "Agreement") is entered into as of the Effective Date by and between **FMG Express Facility Management Group LLC, ("EFM")**, and Triplett Contracting ("**Service Provider**"), and consists of this cover page and the attached Terms and Conditions, Exhibits and all documents attached hereto, which are incorporated in full by this reference. EFM and Service Provider may be referred to herein individually as a "Party" and collectively as the "Parties".

Service Provider expressly acknowledges and agrees that the rights of EFM set forth in this Agreement shall inure to EFM, ("Owner"), and all their respective affiliates, who shall be deemed to be third party beneficiaries hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the day and year set forth above.

Triplett Contracting

(Service Provider)

Name: Timour Triplett

Title: CEO

Date: 11/25/2022

Timour Triplett

Timour Triplett (Nov 25, 2022 12:29 EST)

Signature

**FMG Express Facility Management  
Group LLC. ("EFM")**

Name: William President

Title: Vice President

Date: 11/28/22

William E. Protzker

Signature

**Diverse Supplier Certification**

☒ Service Provider represents it is a Minority, Woman or Disabled Owned Business Enterprise. Certificate is attached

Address for Notices:

Triplett Contracting (Service Provider)

2412 South 5th St (Address)

(Address)

Philadelphia PA 19148 (City, State, Zip)

Address for Notices:

Express Facility Management, LLC

3902 E. University Ave #6

Phoenix, AZ 85034

ATTN: Joe Dusbabek

Express Facility Management, LLC

3902 E. University Dr. #6

Phoenix, AZ 85034

ATTN: General Counsel

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ATTN: Timour Triplett

Either Party hereto may change its address set forth above for the receipt of notice by giving written notice to the other Party in the manner set forth herein.

### SERVICE AGREEMENT

GA10284 (Agreement Number)

for

Snow Removal Services (Service)

**THIS SERVICE AGREEMENT** (this “Agreement”), dated as of 11/01/2022 (“Effective Date”), is entered into by and between **EFM**, a Texas corporation (together with each of its Affiliates “EFM”), and Triplett Contracting, a Snow Removal Services (“Service Provider”). EFM and Service Provider may be referred to herein individually as a “Party” and collectively as the “Parties”.

### WITNESSETH:

**WHEREAS**, EFM has entered into one or more contracts with EFM (“Owner”) for the performance of certain facility management services, and EFM desires to engage Service Provider to provide, and Service Provider desires to provide, a portion of the services and/or materials to be rendered or delivered under such contract or contracts at those Client Facilities listed on Exhibit 1 attached hereto and made a part hereof and at other Facilities as may be specified by EFM from time to time.

**NOW, THEREFORE**, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

#### A. Term of Agreement.

The initial term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue through the end of the day immediately preceding 4/30/23, unless sooner terminated pursuant to the terms of this Agreement. Upon expiration of the Term, this Agreement shall automatically renew on a month- to-month basis under the existing terms, conditions and pricing until the Parties modify the Term of the Agreement, execute a new Agreement or either Party provides the other Party with at least thirty (30) days termination notice. In the event that the date of completion of any Work Order entered into pursuant to this Agreement, or the time for performance of any Services performed pursuant to that certain Work Order extends beyond the expiration or termination date of this Agreement, this Agreement shall continue to apply to such Work Order and the terms of the Work Order shall remain unchanged and in effect until expiration of the Work Order or it is otherwise terminated pursuant to the terms of this Agreement.

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A. Service Provider's Compensation.

1. **Service Provider Fees.** Service Provider's compensation for the Services and eligible reimbursements shall be as described in this Agreement and in individual Work Orders ("Service Provider Fees"). Except as expressly provided in this Agreement and the applicable Work Orders, Service Provider shall not be compensated or reimbursed for any expenses incurred by Service Provider in its rendering of the Services, and EFM and Client shall have no obligation therefor.

2. **Invoicing Instructions.** Service Provider shall comply with the invoicing instructions set forth in Exhibit 4, which is attached hereto and incorporated herein by reference. EFM reserves the right, in its sole discretion upon providing written notice to Service Provider, to change the format and methodology in which invoices are submitted, processed and paid in its sole discretion upon providing written notice to Service Provider. All invoices shall be submitted to EFM for review, coding and approval no more frequently than monthly and, to the extent commercially reasonable, within thirty (30) days of completion of the related Services. Notwithstanding any other provision of this Agreement, Service Provider acknowledges and agrees that invoices for Services rendered pursuant to this Agreement must be received no later than sixty (60) days after the date such Services are rendered. Any invoices received by EFM relating to Services performed more than sixty (60) days after the date such Services were rendered shall not be due or payable by EFM. For valuable consideration, the receipt of which is acknowledged by Service Provider, Service Provider agrees that failure by Service Provider to invoice for Services within the foregoing sixty (60) day period, shall constitute a full and complete release of any claims by Service Provider, whether legal or equitable, and Service Provider waives its right to pursue any action, whether legal or equitable, arising out of this Agreement, against EFM or Client and their respective officers, shareholders, directors, partners, employees or agents. All invoices shall include an itemization of all applicable Taxes due in connection with such invoice and other substantiating documentation or information as reasonably required by EFM, including lien waivers and releases for itself and each of its subcontractors and suppliers, as applicable.

3. **Payment.** Any undisputed sum due to Service Provider pursuant to this Agreement will be payable to Service Provider within thirty (30) calendar days after receipt by EFM of an invoice from Service Provider meeting the requirements of this Section.

4. **Service Provider Obligations.** Upon receipt of payment, Service Provider shall promptly pay all bills for labor and materials performed and furnished by others in connection with the Services. Any amounts charged incorrectly or for non-conforming Services by Service Provider shall be refunded by Service Provider immediately upon the discovery thereof without additional cost to or further demand by EFM.

**B. Termination or Suspension.**

1. Termination or Suspension for Convenience. EFM may terminate or suspend this Agreement and/or any Work Order, either in whole or in part and with respect to one or more of the Facilities, without liability, fee or penalty, at any time and without cause upon thirty (30) days prior written notice to Service Provider. In the event EFM's services have been terminated by Client or EFM's agreement with Client expires, and either Client or Client's designee determines to continue this Agreement and require Service Provider to continue to perform Services hereunder, EFM will not be subject to any fee, liability or penalty as a result thereof, and EFM shall have no responsibility to Service Provider whatsoever after the date upon which EFM shall no longer provide services to Client.

2. Default. The following events and conditions shall constitute a "Default" under this Agreement:

- a. a breach, failure to perform or comply with, or defect or delay in performance by the Service Provider of any the terms and conditions of, or, of its obligations under, this Agreement; or
- b. any representation or warranty of Service Provider in this Agreement is false or misleading in any material respect.

3. Termination for Default. If Service Provider is in Default in the performance of the Services or breaches any of its covenants, agreements or obligations under this Agreement or any Work Order, and such Default is not corrected within five (5) days of receipt of written notice from EFM (unless such Default cannot be cured with the payment of a sum of money and otherwise cannot reasonably be cured within such five (5) day period, in which event Service Provider shall have an additional ten (10) days to cure such Default, provided such cure is promptly, continuously and diligently pursued), EFM may in its sole and absolute discretion thereafter immediately terminate this Agreement and/or any such Work Order, either in whole or in part with respect to one or more of the Facilities, by written notice to Service Provider. Moreover, EFM may in its sole and absolute discretions thereafter immediately terminate any other contracts the Service Provider currently has in place with EFM based upon a default in the performances or breach in a separate Agreement between EFM and the Service Provider, and/or any such Work Order either in whole or in a part with respect to one of more of the Facilities by written notice to Service Provider. For the purposes of clarity, and b way of example only, if Service Provider breaches or is in default of its performance on Contract for Facility "A", EFM may immediately terminate the Contract it has with Service Provider for Facility "B" even if the Contract for Facility "B" is unrelated to the Contract for Facility "A". In addition, upon the occurrence of any such Default by Service Provider that is not cured within such period

(or, in the case of an emergency, at any time prior thereto and without the need for notice), without thereby waiving such Default or any of EFM's other rights or remedies, and without liability to Service Provider in connection therewith, EFM or its designee may (but shall not be obligated to) perform any such covenant, agreement or obligation under this Agreement or any Work Order for the account and at the expense of Service Provider, which Service Provider shall

pay immediately upon demand together with all costs and expenses incurred by EFM in enforcing its rights against Service Provider. Further, in the event a petition is filed by or against Service Provider under the United States Bankruptcy Code or any similar state or federal law, or if Service Provider is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or if a receiver is appointed for Service Provider, EFM may terminate this Agreement immediately thereupon. Upon any termination, Service Provider shall be paid only for Services properly rendered prior to the effective date of the termination as determined by EFM. EFM, however, may withhold any payments due Service Provider upon its Default for the purpose of set-off until such time as the exact amount of damages due to EFM from Service Provider is determined and received by EFM

4. Termination Assistance. Upon the expiration or termination of this Agreement and/or any Work Order, Service Provider shall cooperate for a period of time following such expiration or termination to be determined by EFM to assure the orderly transition of all Services back to EFM or to an alternative service provider designated by EFM and to ensure that the Services are maintained without interruption. Service Provider's obligations in connection with such disengagement also will include, without limitation, and as requested by EFM: (i) either terminate or assign to EFM or its designee, at EFM's option, any or all subcontracts relating to the Services then in effect; and (ii) returning or destroying Confidential Information, and returning to EFM (or its designee) any materials or equipment of Client or EFM in Service Provider's possession. Service Provider will waive, and will cause its subcontractors, if applicable, to waive, their rights, if any, under contracts with Service Provider Personnel restricting the ability of Service Provider Personnel to be recruited or hired by EFM or its designee, and EFM or its designee will have reasonable access to such personnel for interviews and recruitment. Nothing set forth in this Section shall limit any rights or remedies of EFM against Service Provider or require an election of remedies in such event.

5. Reference for Immediate Termination. (Not Requiring 30-day notice)

- a. Closure of site or loss of contract from client
- b. Non-performance to SOW
- c. Repeated complaints from Client without effective resolution
- d. Dishonesty or corruption
- e. Violation of the Code of Conduct

## Facility Details and Payment Information

### Facilities

Facility Details	
Location Name	Atlanta VM
Location ID	GA1001
Type	Vending Machine
Address	166 16th St NW
City	Atlanta
State	GA
Square Footage	
Service Type	Per Event
Frequency	As needed per trigger point
Skip Day Price (extra day of service)	
Per Event	\$ 61.66

Additional Services: Salt or Brine \$ 61.66



## **SNOW/ICE MANAGEMENT SCOPE OF SERVICES**

### **Program Overview:**

Vendor shall provide all snow/ice management services with the purpose of maintaining Carvana facilities for a neat and orderly appearance. All hard surfaces shall be managed for winter conditions to provide a safe environment as seasonally appropriate for local snow and ice conditions.

### **General Responsibilities:**

As part of this program vendor will:

- Monitor accumulation of snow throughout the day and night and remove snow and ice from parking lots, driveways, sidewalks/walkways emergency exits (total width), when accumulation reaches 2" or more.
- Apply ice melt as required to maintain all areas free of ice and packed snow.
- Please note that vendor is not responsible for removing snow or ice in between parked vehicles or any snow or ice that has accumulated beneath or on vehicles.

### **Salting Service**

Calcium Chloride or an equivalent, approved product shall be used on all sidewalks, handicap parking spaces, steps and entrances; equivalent products are to be approved at the discretion of vendor. Salt shall be applied to all locations noted in this agreement including any of its addendums: all entrance and exit avenues to any locations noted in this contract shall be in sufficient quantities to melt frozen precipitation, when:

- slippery, and/or icy conditions warrant
- after any type of ice storm
- any accumulations of ice or snow under a previous agreed upon amount
- at the Manager's request

### **Anti-Icing Service**

This service will be done prior to snow events or freezing rain if conditions warrant. This service will be completed by using either Sodium Chloride or a liquid deicing product. This will be applied before the winter precipitation begins. Anti-icing Service keeps the snow from bonding to the surface and immediately gives traction. It melts snow from the bottom up.

### **Snow Management**

- Snow is to be pushed to the edges and sides of parking lots and driveways or as directed, to provide safe access to the site. Be sure to identify speed bumps to avoid damage during plowing services.
- Plowed snow shall be pushed to prevent interference to parking, driving and walking on pavement.
- Snow will not be piled near vehicles, trash containers, gate openings, loading ramp/docks, truck wells, propane and salvage storage areas. These areas require approved snow and ice melt applied to prevent ice accumulation.
- Lot shall be cleared before the location opens for regular business and be maintained

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until the location is closed, unless otherwise directed. Special attention shall be given to areas vital to Carvana's operations (including drive lanes and highest utilized parking areas.

- Cost for snow removal is a full-service cost, which consists of plowing, shoveling, and deicing lots and walkways.
- Vendor may be called back to remove accumulation of snow left by City, State, or County plows on sidewalks and driveways which shall be cleared on the same day plowing was done.
- All fire hydrants shall be kept free of snow so as hookups can be made. In addition, all mailboxes shall be kept clear of ice and snow.
- Special care shall be provided for handicapped parking and walk areas to and from the building to ensure that snow and/or ice are removed from pavement.

Exclusions:

- Removal or off-site hauling of snow is excluded from this proposal.

In the event this service is requested by Carvana, vendor will obtain approval from Carvana corporate for additional costs prior to rendering of this service.

- Additional requests made by site management outside of program parameters

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TT

I have read and understand the scope of work.

# EFM Snow Removal Season 22/23 GA10284

Final Audit Report

2022-11-28

Created:	2022-11-17
By:	Mark Gonzalez (mgonzalez@expressfmg.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA48aY02ReH8iMbwtMrwwkicD-sbNdwOi8

## "EFM Snow Removal Season 22/23 GA10284" History

-  Document created by Mark Gonzalez (mgonzalez@expressfmg.com)  
2022-11-17 - 7:26:15 PM GMT
-  Document emailed to Tlmour Triplett (t.triplett@tripcontracting.com) for signature  
2022-11-17 - 7:28:54 PM GMT
-  Document e-signed by Tlmour Triplett (t.triplett@tripcontracting.com)  
E-signature obtained using URL retrieved through the Adobe Acrobat Sign API  
Signature Date: 2022-11-25 - 5:29:11 PM GMT - Time Source: server
-  Document emailed to William E Pritzker (wpritzker@expressfmg.com) for signature  
2022-11-25 - 5:29:13 PM GMT
-  Email viewed by William E Pritzker (wpritzker@expressfmg.com)  
2022-11-28 - 9:36:17 PM GMT
-  Document e-signed by William E Pritzker (wpritzker@expressfmg.com)  
Signature Date: 2022-11-28 - 9:36:52 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-28 - 9:36:52 PM GMT